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*Attorneys for Creditor and Contract Party*

JMJ Films, Inc.

**HEARING DATE: July 22, 2009**

**HEARING TIME: 9:45 A.M.**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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*In re:*

Chapter 11

GENERAL MOTIORS CORP., *et al.*

09-50026 (REG)

Jointly Administered

Debtor and  
Debtor-in-Possession.

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**OBJECTION IN OPPOSITION TO MOTION TO  
REJECT EXECUTORY CONTRACTS [DOCKET NO. 3044]**

TO: Honorable Robert E. Gerber  
United States Bankruptcy Judge

The Objection of creditor and contract party MJM Films, Inc. (“**JMJ**”) to the omnibus motion of Debtor General Motors Corp. (“**Debtor**” or “**GM**”) to reject executory contracts (the “**Motion**”), by and through its attorneys, Ballon Stoll Bader & Nadler, P.C., respectfully represents:

1. This is in opposition to the Debtor's third Omnibus motion pursuant to 11 U.S.C. § 365 to reject certain executory contracts [docket no. 3044]. Briefly<sup>1</sup>, JMJ's contract with GM should not be rejected. On the contrary **it should be assumed as modified by the written agreement** entered into between JMJ and the Debtor's agent. Further, a cure amount in the amount of \$167,606.14 should be paid. Finally, JMJ is entitled to payment of an administrative claim in the amount of \$134,084.92 which should be promptly paid.

2. ***Business Background.*** JMJ produces a regularly aired television show called "Chevrolet's Tim McCarver Show". It is a sports talk show hosted by Tim McCarver. The "Chevrolet Tim McCarver Show" (the "**Show**") is the preeminent independently-produced sports interview program on television. McCarver is an acclaimed former major league baseball player who has become one of the top baseball announcers and all-around sports interviewers at work today. His show is seen on more than 200 stations in the United States and throughout Canada. McCarver himself has won several broadcast awards.

3. The Show has been on the air ten years. It is an integral part of Chevrolet's marketing. And, as we all know, Chevrolet's one of the surviving brands of the reorganized GM.

4. The nature of television production is that programs must be planned well in advance, airtime must be purchased, airtime must be filled, the exact inserts of the advertisements, which are provided by GM's ad agency, need to be prepared and provided for insertion into their show. In this instance Chevrolet actually sponsors the show and it is the sole advertiser.

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<sup>1</sup> Giving the admonition of Paragraph 29 of the Case Management Order in this case, we will not burden the court with surplusage and will, instead, get to the heart of the matter.

5. ***Purported Rejection.*** JMJ was surprised to receive the notice of rejection contained in the Motion. There had been discussions – both pre petition and post petition -- and JMJ had been advised that the Show would continue as it was a value added piece of promotion for the Chevrolet brand. Accordingly after this Motion was served, the principal of JMJ reached out to the various people involved at GM and at the advertising agency<sup>2</sup> and received repeated assurances that the Debtor wished to continue the Show and the longstanding relationship. He also received assurances that they will be paying both the pre petition and the post-petition indebtedness.

6. ***Amended Agreement.*** True to its word GM, on July 10, 2009, by its authorized agent Starcom MediaVest Group provided a written agreement indicating that the sponsorship and the Show would be continued through year-end (Exhibit A hereto). With the size of this case and the magnitude of unusual issues involved, this contract, while important to JMJ, could easily fall between the cracks at GM and might not be properly documented by the Debtor or its counsel. Accordingly, we are filing this objection and ask that the contract for the Show be assumed as modified with the December 31, 2009 termination date. This is obviously within the Debtor's business judgment and should not be disturbed.

7. ***Cure Payments.*** Additionally there is a cure issue. The amount owed to JMJ for May services pre petition is \$167,606.14 (Exhibit B hereto). A principal of JMJ has received numerous assurances that this would be paid in the ordinary course. While it may be that it will

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<sup>2</sup> On July 9 and 10, 2009 James Moskowitz of JMJ in a spate of phone calls spoke with Brent Dewar (head of GM Europe, Vice-President of Sales, marketing and Aftersales for GM Europe), Ed Peper, Vice-President, head of Chevrolet division, Phil Caruso, Chevrolet's promotions manager, Steve Tehadi, Chevrolet Division (works under Ed Peper and many others in media operations) and Mike Rosen, President, Starcom MediaVest GM Team

be so paid we wanted to go on record that this amount is due and owing. Additionally a June amount -- which is all by definitions post-petition and an administrative claim -- in the amount of \$134,084.92 (Exhibit C hereto) is owed by the debtor to JMJ.

8. ***Proposed Order.*** A proposed order is annexed hereto (Exhibit D) reflecting the assumption of the agreement as modified and the cure amount.

9. As no novel issue of law is raised, JMJ respectfully request that the requirement of LBR 9013-1(b) of filing a memorandum of law be waived.

10. No prior application for the relief requested herein has been made to this or any other court by JMJ.

**WHEREFORE**, JMJ respectfully requests that the Court deny the Motion and instead enter an order assuming the agreement and ordering payment of cure amount as well as such other relief as the Court deems just and appropriate under the circumstances.

Dated: New York, New York  
July 16, 2009

Respectfully submitted,

BALLON STOLL BADER & NADLER, P.C.

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